

BUREAU OF AUTOMOTIVE REPAIR

ORDER OF ADOPTION

The Bureau of Automotive Repair hereby adopts the following regulations in Chapter 1 of Division 33 of Title 16 of the California Code of Regulations as follows:

(1) Section 3353 of Article 7 is amended to read as follows:

§3353. Written Estimate Required for Repair or Maintenance; Exceeding Estimate; Authorization Required.

No work for compensation shall be commenced and no charges shall accrue without specific authorization from the customer in accordance with the following requirements:

(a) Estimate for Parts and Labor. Every dealer shall give to each customer a written estimated price for parts and labor for a specific job.

(b) Estimate for Auto Body or Collision Repairs. Every dealer, when doing auto body or collision repairs, shall give to each customer a written estimated price for parts and labor for a specific job. Parts and labor shall be described separately and each part shall be identified, indicating whether the replacement part is new, used, rebuilt, or reconditioned. The estimate shall also describe replacement crash parts as original equipment manufacturer (OEM) crash parts or non-OEM aftermarket crash parts.

(c) Additional Authorization. Except as provided in subsection (f), ~~The~~ the dealer shall obtain the customer's authorization before any additional work not estimated is done or parts not estimated are supplied. This authorization shall be in written, oral, or electronic form, and shall describe the additional repairs, parts, labor and the total additional cost.

(1) If the authorization from the customer for additional repairs, parts, or labor in excess of the written estimated price is obtained orally, the dealer shall also make a notation on the work order and on the invoice of the date, time, name of the person authorizing the additional repairs, and the telephone number called, if any, together with a specification of the additional repairs, parts, labor and the total additional cost.

(2) If the authorization from the customer for additional repairs, parts, or labor in excess of the written estimated price is obtained by facsimile transmission (fax), the dealer shall also attach to the work order and the invoice, a faxed document that is signed and dated by the customer and

shows the date and time of transmission and describes the additional repairs, parts, labor and the total additional cost.

(3) If the authorization from the customer for additional repairs, parts, or labor in excess of the written estimated price is obtained by electronic mail (e-mail), the dealer shall print and attach to the work order and invoice, the e-mail authorization which shows the date and time of transmission and describes the additional repairs, parts, labor and the total additional cost.

(4) The additional repairs, parts, labor, total additional cost, and a statement that the additional repairs were authorized either orally, or by fax, or by e-mail shall be recorded on the final invoice pursuant to Section 9884.9 of the Business and Professions Code. All documentation must be retained pursuant to Section 9884.11 of the Business and Professions Code.

(d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this article, to “tear down” shall mean to disassemble, and “teardown” shall mean the act of disassembly. If it is necessary to tear down a vehicle component in order to prepare a written estimated price for required repair, the dealer shall first give the customer a written estimated price for the teardown. This price shall include the cost of reassembly of the component. The estimated price shall also include the cost of parts and necessary labor to replace such items as gaskets, seals and O rings that are normally destroyed by teardown of the component. If the act of teardown might prevent the restoration of the component to its former condition, the dealer shall write that information on the work order containing the teardown estimate before the work order is signed by the customer.

The repair dealer shall notify the customer orally and conspicuously in writing on the teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the vehicle component in the event the customer elects not to proceed with the repair or maintenance of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to proceed with the repair or maintenance. The maximum time shall be counted from the date of authorization of teardown.

After the teardown has been performed, the dealer shall prepare a written estimated price for labor and parts necessary for the required repair. All parts required for such repair shall be listed on the estimate. The dealer shall then obtain the customer’s authorization for either repair or reassembly before any further work is done.

(e) Revising an Itemized Work Order. If the customer has authorized repairs according to a work order on which parts and labor are itemized, the dealer shall not change the method of repair or parts supplied without the written, oral, or electronic authorization of the customer. The authorization shall be obtained from the customer as provided in subsection (c) and Section 9884.9 of the Business and Professions Code.

(f) Designation of Person to Authorize Additional Work or Parts. When a customer, pursuant to subdivision (d) of Section 9884.9 of the Business and Professions Code, designates another person to authorize work not estimated or parts not included in the written estimated price given to the customer, all of the following shall apply:

(1) The designation may be a separate form by itself or may be incorporated into the dealer's work order form described in subsection (b) of Section 3352.

(2) If a separate form is used for the designation, the form and content of the designation shall be as follows:

“DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL WORK OR PARTS

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor:

Name of Designee: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Name of Customer: _____

Work Order No.: _____

Date: _____

(Customer's Signature)”

(3) If the designation is incorporated into a work order form, it need only separately include the designation statement specified in paragraph (2) of this subsection, and the name, phone number, facsimile number and e-mail address of the designee, and the customer's signature, and the date of signing.

(4) The dealer shall not accept from the customer the designation of any person or entity not eligible to be a designee under subdivision (d) of Section 9884.9 of the Business and Professions Code. The ineligible designees include the automotive repair dealer providing repair services

and an insurer involved in a claim that includes the motor vehicle being repaired, and employees and agents and persons acting on behalf of the dealer or insurer.

(5) The designation form shall be completed in duplicate and shall be distributed as follows:

(A) The copy of the completed and signed designation form shall be given to the customer with the customer's copy of the work order as required by paragraph (3) of subdivision (a) of Section 9884.7 of the Business and Professions Code.

(B) The original of the completed and signed designation form shall be attached to the dealer's copy of the work order, if not incorporated therein, and shall be retained pursuant to Section 9884.11 of the Business and Professions Code and Section 3358.

(6) When authorization for additional work or parts not estimated is obtained from a designee, it shall be obtained and recorded in compliance with subsection (c) of this section before any additional work not estimated is done or parts not estimated are supplied.

(g) Unusual Circumstances; Authorization Required. When the customer is unable to deliver the motor vehicle to the dealer during business hours or if the motor vehicle is towed to the dealer without the customer during business hours, and the customer has requested the dealer to take possession of the motor vehicle for the purpose of repairing or estimating the cost of repairing the motor vehicle, the dealer shall not undertake the diagnosing or repairing of any malfunction of the motor vehicle for compensation unless ~~such~~ the dealer has complied with all of the following conditions:

(1) The dealer has prepared a work order stating the written estimated price for labor and parts, as specified in subsection (a) or (b), necessary to repair the motor vehicle; and

(2) By telephone, fax or e-mail, the customer has been given all of the information on the work order and the customer has approved the work order; and

(3) The customer has given oral, written or electronic authorization to the dealer to make the repairs and the dealer has documented the authorization as provided in subsection (c) and Section 9884.9 of the Business and Professions Code.

Any charge for parts or labor in excess of the original written estimated price must be separately authorized by the customer and documented by the dealer, as provided in subsection (c) and Section 9884.9 of the Business and Professions Code.

~~(g)~~(h) Definitions. As used in this section, "written" shall mean the communication of information in writing, other than by electronic means; "oral" shall mean the oral communication

of information either in person or telephonically; “electronic” shall mean the communication of information by facsimile transmission (fax) or electronic mail (e-mail).

Note: Authority cited: Sections 9882 and 9884.9, Business and Professions Code. Reference cited: Sections 9884.8, 9884.9, 9889.50 and 9889.52, Business and Professions Code.

/s/

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Bureau of Automotive Repair